

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH  
455 Golden Gate Avenue, 8<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:



*San Francisco* P.O. Box 420603  
CA 94142-0603

## HOLIDAY PROVISIONS

FOR

**CARPENTER AND RELATED TRADES**

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,  
RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO,  
SANTA BARBARA, AND VENTURA COUNTIES

23-31-2  
VB

**MASTER LABOR AGREEMENT**

between

**ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.**

**BUILDING INDUSTRY ASSOCIATION OF SOUTHERN CALIFORNIA, INC.**

**SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.**

**MILLWRIGHT EMPLOYERS ASSOCIATION, INC.**

and

**SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS  
ON BEHALF OF THE**

**THE DISTRICT COUNCILS AND LOCAL UNIONS IN THE  
ELEVEN (11) SOUTHERN CALIFORNIA COUNTIES AFFILIATED WITH  
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA**

This Agreement entered into this first day of July 1998, by and between the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., the Southern California Contractors Association, Inc. and the Millwright Employers Association, Inc. on behalf of their respective eligible members, hereinafter referred to as the CONTRACTORS, and the Southern California Conference of Carpenters for and on behalf of the District Councils and Local Unions in the Eleven (11) Southern California Counties affiliated with the United Brotherhood of Carpenters and Joiners of America, hereinafter referred to as the UNION.

**PURPOSE**

The Contractors are engaged in construction work in Southern California and, in the performance of their present and future operations, are employing and will employ workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen in the geographic area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction work. The Union and the Contractors, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances, with the thought in mind that the Contractors are assured continuity of operation and the employees of the Contractors are assured continuity of employment and industrial peace is maintained.

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Department of Industrial Relations

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Chief's Office

807. The Contractor agrees that all work covered by this Agreement shall be performed by Carpenters who the Contractor and the Union agree are employees of the Contractor or subcontractor employed under the terms of this Agreement.

808. Unless otherwise provided in the appendices to this Agreement, work performed under this Agreement shall be done by the employees of the Contractor or prime builder direct with the Carpenters on an hourly basis, subject to the subcontractor provisions of this Agreement. The Joint Adjustment Board or the Impartial Chairman may assess penalties for violations of Paragraphs 805, 806, 807 or 808.

## **ARTICLE IX**

### **Holidays, Payment of Wages, Meal Periods**

#### **901. HOLIDAYS**

The following holidays shall be observed on the date designated by Federal Law:

New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid for at the holiday overtime rate provided herein. No work shall be performed on Labor Day except in case of extreme urgency when life or property is in imminent danger.

#### **902. PAYMENT OF WAGES**

902.1 All wages shall be paid on a designated weekly payday and in no event shall the Contractor withhold more than five (5) working days. If the regular pay day falls on a holiday, the employees shall be paid on the next regular workday. Employees shall be paid prior to the ending of their regular shift. In the event an employee is not paid prior to the ending of his regular scheduled shift, he shall be compensated in increments of one-half ( $\frac{1}{2}$ ) hour at the applicable overtime rate until such time as he does receive his pay.

902.2 When men are laid off or discharged, they must be paid wages due them at the time of layoff or discharge. At such times as an employee is paid, he shall be furnished a personal record showing straight-time and overtime hours paid and all deductions itemized for the current pay period. Such record shall show the employee's name or social security number and the Employer's name and address. If the Contractor fails to provide such information on the check stub, then upon written notice from the Union, the Contractor shall correct such check stub within ten (10) days after such notice. If after a second (2<sup>nd</sup>) notice such correction is not made, then the Contractor shall be liable to the employee in the amount of ten dollars (\$10.00) for each day that the Employer fails to correct the check stub. In the event the Employer fails to pay employees laid off or discharged, they shall